



5233 BRIDGE STREET FORT WORTH, TEXAS 76103

(817) 451-1111 (214) 750-1111 cbsdfw.com

Thomas Kurien General Manager Techcore Consultants 4001 W. Airport Frwy., Suite 530 Bedford TX 76021

August 22, 2011

Re: KTVT-DT, <u>Fort Worth/Dallas TX</u> Retransmission Consent Election

Ladies and Gentlemen:

Pursuant to Section 76.64 of the FCC rules, this is to notify you that **KTVT-DT. Fort Worth/Dallas, TX** ("Station"), assigned to the [DMA] DMA, elects the retransmission consent option with respect to carriage of Station's signal on your cable system whose head-end is located in **Wills Point Texas** for the 2012-2014 election period.

This will not affect the continued carriage of Station's signals by your system as to any part of the relevant period for which an existing retransmission agreement is already in effect. If there is no such existing agreement beyond December 31, 2011, then it will be necessary for your system to obtain our express approval in order to retransmit KTVT-DT's signal after 12:01 AM on January 1, 2012 (or after the expiration date of any existing agreement).

Please be assured that we look forward to continuing our relationship on mutually satisfactory terms and providing great programming for our shared viewers to enjoy.

Sincerely,

Gary W. Schneider President & General Manager

cc: Howard Jaeckel, VP, Associate General C

U.S. Postal Service ™ CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided) For delivery information visit our website it www.usps.como \$ Postage Certified Fee Postmark Return Receipt Fee Restricted Delivery Fee (Endorsement Required) 2250 Total Postage & Fees \$ Sent To Street, Apt. No.; or PO Box No. City, State, ZIP+4 PS Form 3800, August 2006

011 21

KTVT/KTKA 5233 BRIDGE STREET FORT WORTH, TEXAS 76103

(817) 451-1111 (214) 750-1111 cbsdfw.com

Thomas Kurien General Manager Techcore Consultants 4001 W. Airport Frwy., Suite 530 Bedford TX 76021

August 22, 2011

Ladies and/or Gentlemen:

The attached agreement outlines terms and conditions affording you interm retransmission consent to allow time for us to negotiate a long term agreement.

Please review and note:

- 1) An online response is required. If you have any questions about this process you may contact CBS at <u>CBSretrans2011@cbs.com</u>.
- 2) These terms do not include the right to carry our signal in high definition (HD) form. If you wish to negotiate for this right, please contact CBS at retransconsent@cbs.com.

Sincerely,

Gary W. Schneider



OF 1 721

5233 BR DGE STREET FORT WORTH, TEXAS 76103

(817) 451-1111 (214) 750-1111 chsdfw.com

Thomas Kurien General Manager Techcore Consultants 4001 W. Airport Frwy., Suite 530 Bedford TX 76021

August 22, 2011

Re: KTVT-DT, Fort Worth/Dallas TX--Retransmission Consent

RESPONSE REQUIRED—see instructions on page 3.

NB: This agreement does not grant Operator the right to carry Station's signal in high definition format. If you are interested in negotiating for consent to carry our signal in both standard definition and high definition formats, please contact us at retransconsent@cbs.com.

Ladies and/or Gentlemen:

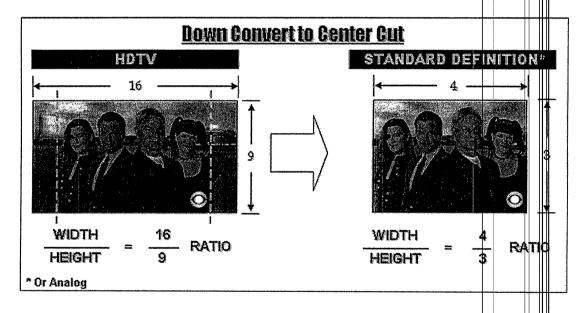
This is in regard to retransmission consent to carry the signal of <u>KTVT-DT</u>, Fort <u>Worth/Dallas TX</u> system operated by <u>Techcore Consultants</u> ("Operator") with its headend located at <u>Wills Point</u>, <u>Texas</u> ("System").

The terms of this agreement should be treated as confidential and should not be disclosed to any third-parties or the public.

Effective January 1, 2012, this letter grants retransmission consent to darry the station's signal in a standard definition format only (which may be transmitted to subscribers in either down-converted analog format or standard definition digital format), for an indefinite period expiring no later than 12:00 midnight on December 31, 2014, subject to the following terms: (i) Station's signal appears to the viewer on the channel on which its analog signal was carried prior to the final transition to digital television on June 12, 2009, or another channel on which we mutually agree; (ii) Operator carries the Station's signal on a level of service that is received by all System's subscribers; (iii) Station's signal is retransmitted by System in its entirety, except where the deletion of particular programs may be required by FCC rules (iv) Operator transmits Station's signal in such format or formats as may be necessary to ensure that all programming included in such signal is viewable by all of its subscribers, or deploys set top boxes as necessary to so ensure; (v) Operator passes through all "program related material," as defined below to all of its subscribers; (vi) System serves subscribers residing in the Dallas/Fort Worth DMA; and (vii) such retransmission consent may be unilaterally revoked and terminated by Station, in its sole discretion, on ninety (90) days prior written notice. For purposes of this letter, "program relate

materials" shall include (a) closed-captioning information, (b) program identification codes, (c) program ratings information, (d) such other material as may be essential, necessary or appropriate for the delivery or distribution of the Signal, and (e) information and material of a commercial or non-commercial nature that is directly related to the subject matter of the programs broadcast by the Station or specific commercial advertisements contained in the applicable Station's broadcast program schedule, if such information or material is transmitted concurrently or substantially concurrently with its associated program content or commercial advertisement; provided, however, that "program related material" shall not include, and Broadcaster shall obtain Operator's consent before providing, any information or material for which Broadcaster, or any Station receives or seeks a fee from Operator, a System, or any Operator subscriber.

Operator shall down convert the 16:9 high definition image by taking the "center cut" to create a 4:3 standard definition or analog image. Please refer to the illustration below.



This letter does not grant Operator retransmission consent to carry the Station's signal in any high definition or 16:9 format under any circumstances. If you would like to negotiate for consent to carry our signal in both standard definition and high definition format, please contact us at retransconsent@cbs.com.

By accepting this retransmission consent, and carrying Station's signal, Operator (1) agrees to the above terms and (2) acknowledges and agrees that the copyrights to and for the underlying programs and program material are not hereby conveyed, and that it will ensure that its retransmission of all copyrighted material included in Station's signal is appropriately licensed under the copyright laws of the United States, whether

under compulsory license pursuant to 17 U.S.C. § 111, or otherwise. Operator agrees to indemnify and hold harmless CBS Corporation, and its present or past parent and affiliated entities, and their stockholders, officers, directors, employees, and agents from any and all claims, actions, losses, damages, or expenses (including reasonable counsel fees) resulting from its breach of the above warranty.

Instructions for Response:

This grant of consent will take effect upon Operator's confirmation of some basic information on-line at https://www.retrans11.cbs.com. Operator has until October 14, 2011 to visit the site using the Username and Password below. The process should take approximately five minutes. All information collected is for internal CBS Corporation use only, and will not be shared with any third parties under any circumstances.

USERNAME: TECKTVTWILL633

PASSWORD: GndzPO\$#

After reviewing the website, if you have any questions or comments regarding this procedure please contact us at CBSretrans11@cbs.com.

Sincerely,

Gary W. Schneider





KTVT/KTXA 5233 BRIDGE STREET FORT WORTH, TEXAS 76103

(817) 451-1111 (214) 750-1111 cbsdfw.com

Kevin Grossman General Manager Strategic Technologies LLC 1150 Blue Mound Road, Suite 103 Little Elm TX 75068

August 22, 2011

Re: KTVT-DT, <u>Fort Worth/Dallas TX</u> Retransmission Consent <u>Election</u>

Ladies and Gentlemen:

Pursuant to Section 76.64 of the FCC rules, this is to notify you that **KTVT-DT**, **Fort Worth/Dallas, TX** ("Station"), assigned to the [DMA] DMA, elects the retransmission consent option with respect to carriage of Station's signal on your cable system whose head-end is located in **Little Elm Texas** for the 2012-2014 election period.

This will not affect the continued carriage of Station's signals by your system as to any part of the relevant period for which an existing retransmission agreement is already in effect. If there is no such existing agreement beyond December 31, 2011, then it will be necessary for your system to obtain our express approval in order to retransmit KTVT-DT's signal after 12:01 AM on January 1, 2012 (or after the expiration date of any existing agreement).

Please be assured that we look forward to continu satisfactory terms and providing great programmi

Sincerely,

Gary W. Schneider

President & General Manager

cc: Howard Jaeckel, VP, Associate General Cou

ເນ ນ່ ຕູ	U.S. Postal CERTIFIE (Domestic Mail	D N Only;	AIL No Ins	™ R uran:	Coverson Design	
Ľ	For delivery inform	nation	/isit ou	r v (do	e at www.usps.com _®	
1860	Postage	\$				
m	Certified Fee			-		
	Return Receipt Fee (Endorsement Required)				Postmark Here	
	Restricted Delivery Fee (Endorsement Required)				, loie	4
272	Total Postage & Fees	\$				•
-	Sent To					,
7009	Street, Apt. No.; or PO Box No.	*****				
	City, State, ZIP+4	********				
N	PS Form 3800, August 200	06 :			See Reverse for Instructions	

Kevin Grossman General Manager Strategic Technologies LLC 1150 Blue Mound Road, Suite 103 Little Elm TX 75068

August 22, 2011

Ladies and/or Gentlemen:

The attached agreement outlines terms and conditions affording you interim retransmission consent to allow time for us to negotiate a long term agreement.

Please review and note:

- 1) An online response is required. If you have any questions about this process you may contact CBS at <u>CBSretrans2011@cbs.com</u>.
- 2) These terms do not include the right to carry our signal in high definition (HD) form. If you wish to negotiate for this right, please contact CBS at retransconsent@cbs.com.

Sincerely,

Gary W. Schneider President & General Manager





KTVT/KTXA 5233 BRIDGE STREET FORT WORTH, TEXAS 76103

(817) 451-1111 (214) 750-1111 cbsdfwlcdm

Kevin Grossman General Manager Strategic Technologies LLC 1150 Blue Mound Road, Suite 103 Little Elm TX 75068

August 22, 2011

Re: KTVT-DT, Fort Worth/Dallas TX--Retransmission Consent

RESPONSE REQUIRED—see instructions on page 3.

NB: This agreement does not grant Operator the right to carry Station's signal in high definition format. If you are interested in negotiating for consent to carry our signal in both standard definition and high definition formats, please contact us at retransconsent@cbs.com.

Ladies and/or Gentlemen:

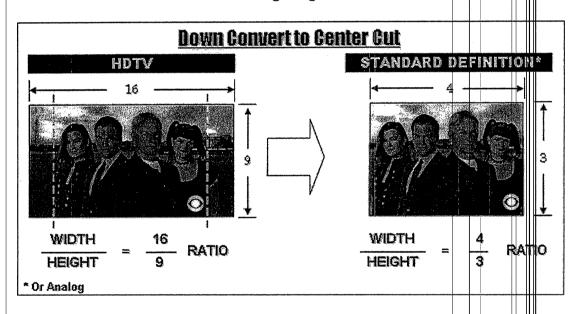
This is in regard to retransmission consent to carry the signal of <u>KTVT-DT</u>, Fort <u>Worth/Dallas TX</u> system operated by <u>Strategic Technolgies LLC</u> ("Operator") with its headend located at <u>Little Elm</u>, <u>Texas</u> ("System").

The terms of this agreement should be treated as confidential and should not be disclosed to any third-parties or the public.

Effective January 1, 2012, this letter grants retransmission consent to carry the station's signal in a standard definition format only (which may be transmitted to subscribers in either down-converted analog format or standard definition digital format), for an indefinite period expiring no later than 12:00 midnight on December 31, 2014, subject to the following terms: (i) Station's signal appears to the viewer on the channel on which its analog signal was carried prior to the final transition to digital television on June 12, 2009, or another channel on which we mutually agree; (iii Operator carries the Station's signal on a level of service that is received by all System's subscribers; (iii) Station's signal is retransmitted by System in its entirety, except where the deletion of particular programs may be required by FCC rules (iv) Operator transmits Station's signal in such format or formats as may be necessary to ensure that all programming included in such signal is viewable by all bf its subscribers, or deploys set top boxes as necessary to so ensure; (v) Operator passes through "program related material," as defined below to all of its subscribers; (vi) System serves subscribers residing in the Dallas/Fort Worth DMA; and (vii) such retransmission consent may be unilaterally revoked and terminated by Station, in its sole discretion, on ninety (90) days prior written notice. For purposes of this letter, "program relate materials" shall include (a) closed-captioning information, (b) program identification

codes, (c) program ratings information, (d) such other material as may be essential, necessary or appropriate for the delivery or distribution of the Signal, and (e) information and material of a commercial or non-commercial nature that is directly related to the subject matter of the programs broadcast by the Station or specific commercial advertisements contained in the applicable Station's broadcast program schedule, if such information or material is transmitted concurrently or substantially concurrently with its associated program content or commercial advertisement; provided, however, that "program related material" shall not include, and Broadcaster shall obtain Operator's consent before providing, any information or material for which Broadcaster, or any Station receives or seeks a fee from Operator, a System, or any Operator subscriber.

Operator shall down convert the 16:9 high definition image by taking the "center cut" to create a 4:3 standard definition or analog image. Please refer to the illustration below.



This letter does not grant Operator retransmission consent to carry the Station's signal in any high definition or 16:9 format under any circumstances. If you would like to negotiate for consent to carry our signal in both standard definition and high definition format, please contact us at retransconsent@cbs.com.

By accepting this retransmission consent, and carrying Station's signal, Operator (1) agrees to the above terms and (2) acknowledges and agrees that the copyrights to and for the underlying programs and program material are not hereby conveyed, and that it will ensure that its retransmission of all copyrighted material included in Station's signal is appropriately licensed under the copyright laws of the United States, whether under compulsory license pursuant to 17 U.S.C. § 111, or otherwise. Operator agrees to

indemnify and hold harmless CBS Corporation, and its present or past parent and affiliated entities, and their stockholders, officers, directors, employees, and agents from any and all claims, actions, losses, damages, or expenses (including reasonable counsel fees) resulting from its breach of the above warranty.

Instructions for Response:

This grant of consent will take effect upon Operator's confirmation of some basic information on-line at https://www.retrans11.cbs.com. Operator has until October 14, 2011 to visit the site using the Username and Password below. The process should take approximately five minutes. All information collected is for internal CBS Corporation use only, and will not be shared with any third parties under any circumstances.

USERNAME: STRKTVTLITT621

PASSWORD: uffvMW&#

After reviewing the website, if you have any questions or comments regarding this procedure please contact us at CBSretrans11@cbs.com.

Sincerely,



KTVT/KTXA 5233 BRIDGE STREET FORT WORTH, TEXAS 76103

(817) 451-1111 (214) 750-1111 cbsdfw.com

Kevin Grossman General Manager Strategic Technologies LLC 2405 FM 423, Suite 400 Little Elm TX 75068

August 22, 2011

Re: KTVT-DT, <u>Fort Worth/Dallas TX</u> Retransmission Consent Election

Ladies and Gentlemen:

Pursuant to Section 76.64 of the FCC rules, this is to notify you that **KTVT-DT. Fort Worth/Dallas, TX** ("Station"), assigned to the [DMA] DMA, elects the retransmission consent option with respect to carriage of Station's signal on your cable system whose head-end is located in **Fort Worth Texas** for the 2012-2014 election period.

This will not affect the continued carriage of Station's signals by your system as to any part of the relevant period for which an existing retransmission agreement is already in effect. If there is no such existing agreement beyond December 31, 2011, then it will be necessary for your system to obtain our express approval in order to retransmit KTVT-DT's signal after 12:01 AM on January 1, 2012 (or after the expiration date of any existing agreement).

Please be assured that we look forward to continuing our relationship on mutually satisfactory terms and providing great programming for our shared viewers to enjoy.

Sincerely,

Gary W. Schneider

President & General Manager

cc: Howard Jaeckel, VP, Associate General Cou

573	U.S. Postal Sec CERTIFIED (Domestic Mail On For delivery information	-1/	V.		LTIV 1511	8-18	91-1	u e	PAATAL CAR BEAR BOOK OF THE PARTY OF THE PAR
1860	Postage	\$							
Н	Certified Fee								Postmark
0003	Return Receipt Fee (Endorsement Required)			2000					Here
	Restricted Delivery Fee (Endorsement Required)					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
250	Total Postage & Fees	97)						
П	Sent To	*****	(62)-66577	30000	R#101227	:9:510/75	# 5305E	ē	
旦	Sent 10							$\ $	
7009	Street, Apt. No.; or PO Box No.		50000					1	
	City, State, ZIP+4		****	***			****	Ì	***************************************
	PS Form 3800, August 20	006							See Reverse for Instructions

Kevin Grossman General Manager Strategic Technologies LLC 1150 Blue Mound Road, Suite 103 Little Elm TX 75068

August 22, 2011

Ladies and/or Gentlemen:

The attached agreement outlines terms and conditions affording you interim retransmission consent to allow time for us to negotiate a long term agreement.

Please review and note:

- 1) An online response is required. If you have any questions about this process you may contact CBS at <u>CBSretrans2011@cbs.com</u>.
- 2) These terms do not include the right to carry our signal in high definition (HD) form. If you wish to negotiate for this right, please contact CBS at retransconsent@cbs.com.

Sincerely,

Gary W. Schneider





KTVT/KTVA 5233 BR DGE STREET FORT WORTH, TEXAS 76103

(817) 451 1111 (214) 750 1111 cbsdfw.com

Kevin Grossman General Manager Strategic Technologies LLC 2405 FM 423, Suite 400 Little Elm TX 75068

August 22, 2011

Re: KTVT-DT, Fort Worth/Dallas TX--Retransmission Consent

RESPONSE REQUIRED—see instructions on page 3.

NB: This agreement does not grant Operator the right to carry Station's signal in high definition format. If you are interested in negotiating for consent to carry our signal in both standard definition and high definition formats, please contact us at retransconsent@cbs.com.

Ladies and/or Gentlemen:

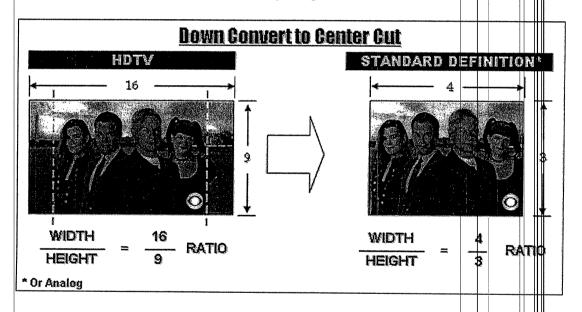
This is in regard to retransmission consent to carry the signal of **KTVT-DT**, Fort Worth/Dallas TX system operated by Strategic Technolgies LLC ("Operator") with its headend located at Fort Worth, Texas ("System").

The terms of this agreement should be treated as confidential and should not be disclosed to any third-parties or the public.

Effective January 1, 2012, this letter grants retransmission consent to carry the station's signal in a standard definition format only (which may be transmitted to subscribers in either down-converted analog format or standard definition digital format), for an indefinite period expiring no later than 12:00 midnight on December 31, 2014, subject to the following terms: (i) Station's signal appears to the viewed on the channel on which its analog signal was carried prior to the final transition to digital television on June 12, 2009, or another channel on which we mutually agree; (ii) Operator carries the Station's signal on a level of service that is received by all d System's subscribers; (iii) Station's signal is retransmitted by System in its entirely, except where the deletion of particular programs may be required by FCC rules; (iv) Operator transmits Station's signal in such format or formats as may be necessary to ensure that all programming included in such signal is viewable by all of its subscribers, or deploys set top boxes as necessary to so ensure; (v) Operator passes through a "program related material," as defined below to all of its subscribers; (vi) System serves subscribers residing in the Dallas/Fort Worth DMA; and (vii) such retransmission consent may be unilaterally revoked and terminated by Station, in its sole discretion, on ninety (90) days prior written notice. For purposes of this letter, "program related materials" shall include (a) closed-captioning information, (b) program identification

codes, (c) program ratings information, (d) such other material as may be essential, necessary or appropriate for the delivery or distribution of the Signal, and (e) information and material of a commercial or non-commercial nature that is directly related to the subject matter of the programs broadcast by the Station or specific commercial advertisements contained in the applicable Station's broadcast program schedule, if such information or material is transmitted concurrently or substantially concurrently with its associated program content or commercial advertisement; provided, however, that "program related material" shall not include, and Broadcaster shall obtain Operator's consent before providing, any information or material for which Broadcaster, or any Station receives or seeks a fee from Operator, a System, or any Operator subscriber.

Operator shall down convert the 16:9 high definition image by taking the "center cut" to create a 4:3 standard definition or analog image. Please refer to the illustration below.



This letter does not grant Operator retransmission consent to carry the Station's signal in any high definition or 16:9 format under any circumstances. If you would like to negotiate for consent to carry our signal in both standard definition and high definition format, please contact us at retransconsent@cbs.com.

By accepting this retransmission consent, and carrying Station's signal, Operator (1) agrees to the above terms and (2) acknowledges and agrees that the copyrights to and for the underlying programs and program material are not hereby conveyed, and that it will ensure that its retransmission of all copyrighted material included in Station's signal is appropriately licensed under the copyright laws of the United States, whether under compulsory license pursuant to 17 U.S.C. § 111, or otherwise. Operator agrees to

indemnify and hold harmless CBS Corporation, and its present or past parent and affiliated entities, and their stockholders, officers, directors, employees, and agents from any and all claims, actions, losses, damages, or expenses (including reasonable counsel fees) resulting from its breach of the above warranty.

Instructions for Response:

This grant of consent will take effect upon Operator's confirmation of some basic information on-line at https://www.retrans11.cbs.com. Operator has until October 14, 2011 to visit the site using the Username and Password below. The process should take approximately five minutes. All information collected is for internal CBS Corporation use only, and will not be shared with any third parties under any circumstances.

USERNAME: STRKTVTFORT622

PASSWORD: mCPkPc\$%

After reviewing the website, if you have any questions or comments regarding this procedure please contact us at <u>CBSretrans11@cbs.com</u>.

Sincerely,

Sary W. Schneider



KTVT/KTXA 5233 BRIDGE STREET FORT WOFTH, TEXAS 76103

(817) 451-1111 (214) 750-1111 cbsdfw.com

Thomas Kurien General Manager Techcore Consultants 4001 W. Airport Frwy., Suite 530 Bedford TX 76021

August 22, 2011

Re: KTVT-DT, Fort Worth/Dallas TX
Retransmission Consent Election

Ladies and Gentlemen:

Pursuant to Section 76.64 of the FCC rules, this is to notify you that **KTVT-DT. Fort Worth/Dallas, TX** ("Station"), assigned to the [DMA] DMA, elects the retransmission consent option with respect to carriage of Station's signal on your cable system whose head-end is located in **Crandall Texas** for the 2012-2014 election period.

This will not affect the continued carriage of Station's signals by your system as to any part of the relevant period for which an existing retransmission agreement is already in effect. If there is no such existing agreement beyond December 31, 2011, then it will be necessary for your system to obtain our express approval in order to retransmit KTVT-DT's signal after 12:01 AM on January 1, 2012 (or after the expiration date of any existing agreement).

Please be assured that we look forward to continuing our relationship on mutually satisfactory terms and providing great programming for our shared viewers to enjoy.

Sincerely,

Gary W. Schneider

President & General Manager

cc: Howard Jaeckel, VP, Associate General Co

U.S. Postal Service™ CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided) For delivery information visit our website at www.usps.com 186 Postage Certified Fee Postmark Return Receipt Fee (Endorsement Required) Here Restricted Delivery Fee (Endorsement Required) Total Postage & Fees Sent To Street, Apt. No., City, State, ZIP+4 See Reverse for Instructions S Form 3800, August 2006



KTVT/KTXA 5233 BRIDGE STREET FORT WORTH, TEXAS 76103

(817) 451-1111 (214) 750-1111 **ch**sdfw.com

Thomas Kurien General Manager Techcore Consultants 4001 W. Airport Frwy., Suite 530 Bedford TX 76021

August 22, 2011

Ladies and/or Gentlemen:

The attached agreement outlines terms and conditions affording you interim retransmission consent to allow time for us to negotiate a long term agreement.

Please review and note:

- 1) An online response is required. If you have any questions about this process you may contact CBS at CBSretrans2011@cbs.com.
- 2) These terms do not include the right to carry our signal in high definition (HD) form. If you wish to negotiate for this right, please contact CBS at retransconsent@cbs.com.

Sincerely,

Gary W. Schneider

O[] 21

KTVT/KTXA 5233 BRIDGE STREET FORT WORTH, TEXAS 76103

(817) 451-111 (214) 750-111 cbsdfw.com

Thomas Kurien
General Manager
Techcore Consultants
4001 W. Airport Frwy., Suite 530
Bedford TX 76021

August 22, 2011

Re: KTVT-DT, Fort Worth/Dallas TX--Retransmission Consent

RESPONSE REQUIRED—see instructions on page 3.

NB: This agreement does not grant Operator the right to carry Station's signal in high definition format. If you are interested in negotiating for consent to carry our signal in both standard definition and high definition formats, please contact us at retransconsent@cbs.com.

Ladies and/or Gentlemen:

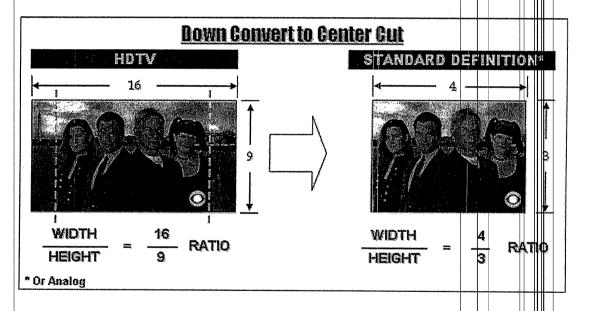
This is in regard to retransmission consent to carry the signal of KTVT-DT, Fort Worth/Dallas TX system operated by Techcore Consultants ("Operator") with its headend located at Crandall, Texas ("System").

The terms of this agreement should be treated as confidential and should not be disclosed to any third-parties or the public.

Effective January 1, 2012, this letter grants retransmission consent to carry the station's signal in a standard definition format only (which may be transmitted to subscribers in either down-converted analog format or standard definition digital format), for an indefinite period expiring no later than 12:00 midnight on December 31, 2014, subject to the following terms: (i) Station's signal appears to the viewer on the channel on which its analog signal was carried prior to the final transition to digital television on June 12, 2009, or another channel on which we mutually agree; (ii) Operator carries the Station's signal on a level of service that is received by all System's subscribers; (iii) Station's signal is retransmitted by System in its entirety, except where the deletion of particular programs may be required by FCC rules; (iv) Operator transmits Station's signal in such format or formats as may be necessary to ensure that all programming included in such signal is viewable by all of its subscribers, or deploys set top boxes as necessary to so ensure; (v) Operator passes through "program related material," as defined below to all of its subscribers; (vi) System serves subscribers residing in the Dallas/Fort Worth DMA; and (vii) such retransmission consent may be unilaterally revoked and terminated by Station, in its sole discretion, on ninety (90) days prior written notice. For purposes of this letter, "program related

materials" shall include (a) closed-captioning information, (b) program identification codes, (c) program ratings information, (d) such other material as may be essential, necessary or appropriate for the delivery or distribution of the Signal, and (e) information and material of a commercial or non-commercial nature that is directly related to the subject matter of the programs broadcast by the Station or specific commercial advertisements contained in the applicable Station's broadcast program schedule, if such information or material is transmitted concurrently or substantially concurrently with its associated program content or commercial advertisement; provided, however, that "program related material" shall not include, and Broadcaster shall obtain Operator's consent before providing, any information or material for which Broadcaster, or any Station receives or seeks a fee from Operator, a System, or any Operator subscriber.

Operator shall down convert the 16:9 high definition image by taking the "center cut" to create a 4:3 standard definition or analog image. Please refer to the illustration below.



This letter does not grant Operator retransmission consent to carry the Station's signal in any high definition or 16:9 format under any circumstances. If you would like to negotiate for consent to carry our signal in both standard definition and high definition format, please contact us at retransconsent@cbs.com.

By accepting this retransmission consent, and carrying Station's signal, Operator (1) agrees to the above terms and (2) acknowledges and agrees that the copyrights to and for the underlying programs and program material are not hereby conveyed, and that it will ensure that its retransmission of all copyrighted material included in Station's signal is appropriately licensed under the copyright laws of the United States, whether

under compulsory license pursuant to 17 U.S.C. § 111, or otherwise. Operator agrees to indemnify and hold harmless CBS Corporation, and its present or past parent and affiliated entities, and their stockholders, officers, directors, employees, and agents from any and all claims, actions, losses, damages, or expenses (including reasonable counsel fees) resulting from its breach of the above warranty.

Instructions for Response:

This grant of consent will take effect upon Operator's confirmation of some basic information on-line at https://www.retrans11.cbs.com. Operator has until October 14, 2011 to visit the site using the Username and Password below. The process should take approximately five minutes. All information collected is for internal CBS Corporation use only, and will not be shared with any third parties under any circumstances.

USERNAME: TECKTVTCRAN634

PASSWORD: AfoNjv!!

After reviewing the website, if you have any questions or comments regarding this procedure please contact us at <u>CBSretrans11@cbs.com</u>.

Sincerely,

Gary W. Schneider





KTVT/KTXA 5233 BRIDGE STREET FORT WORTH, TEXAS 76103

(817) 451-1111 (214) 750-1111 cbsdfw.com

Kerry Stratton General Manager RB3 LLC 515 E. Longview Street Arp TX 75750

August 22, 2011

Re: KTVT-DT, <u>Fort Worth/Dallas TX</u> Retransmission Consent Election

Ladies and Gentlemen:

Pursuant to Section 76.64 of the FCC rules, this is to notify you that **KTVT-DT, Fort Worth/Dallas, TX** ("Station"), assigned to the [DMA] DMA, elects the retransmission consent option with respect to carriage of Station's signal on your cable system whose head-end is located in **Valley Mills Texas** for the 2012-2014 election period.

This will not affect the continued carriage of Station's signals by your system as to any part of the relevant period for which an existing retransmission agreement is already in effect. If there is no such existing agreement beyond December 31, 2011, then it will be necessary for your system to obtain our express approval in order to retransmit **KTVT-DT's** signal after 12:01 AM on January 1, 2012 (or after the expiration date of any existing agreement).

Please be assured that we look forward to continuing our relationship on mutually satisfactory terms and providing great programming for our shared viewers to en

Sincerely,

Gary W. Schneider

President & General Manager

cc: Howard Jaeckel, VP, Associate General Co

51.47	U.S. Postal S CERTIFIED (Domestic Mail O For delivery informa) M nly;	Al No Ir	_⊤ı SU	ranc	e Ca	1	rage Provided)	
ιŋ					Δ				
1.860	Postage Certified Fee	\$							٤
E000	Return Receipt Fee (Endorsement Required)							Postmark Here	
	Restricted Delivery Fee (Endorsement Required)					Ш			
2 2 2 3	Total Postage & Fees	\$	ma mprocess						
旦	Sent To						П		-
7009	Street, Apt. No.; or PO Box No. City, State, ZIP+4			****		******			,
	PS Form 3800, August 2	006						e Reverse for Instructions	

Kerry Stratton General Manager RB3 LLC 515 E. Longview Street Arp TX 75750

August 22, 2011

Ladies and/or Gentlemen:

The attached agreement outlines terms and conditions affording you interipretransmission consent to allow time for us to negotiate a long term agreement.

Please review and note:

- 1) An online response is required. If you have any questions about this process you may contact CBS at <u>CBSretrans2011@cbs.com</u>.
- 2) These terms do not include the right to carry our signal in high definition (HD) form. If you wish to negotiate for this right, please contact CBS at retransconsent@cbs.com.

Sincerely,

Gary W. Schneider





KTVT/KTXA | 5233 BRIDGE STREET FORT WORTH, TEXAS 76103

(817) 451-1111 (214) 750-1111 cbsdfw.gom

Kerry Stratton General Manager RB3 LLC 515 E. Longview Street Arp TX 75750

August 22, 2011

Re: KTVT-DT, Fort Worth/Dallas TX--Retransmission Consent

RESPONSE REQUIRED—see instructions on page 3.

NB: This agreement does not grant Operator the right to carry Station's signal in high definition format. If you are interested in negotiating for consent to carry our signal in both standard definition and high definition formats, please contact us at retransconsent@cbs.com.

Ladies and/or Gentlemen:

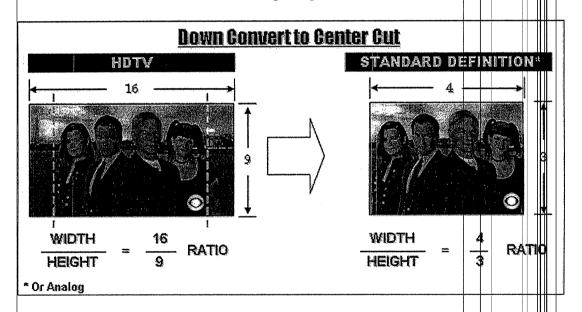
This is in regard to retransmission consent to carry the signal of **KTVT-DT**, **Fort Worth/Dallas TX** system operated by **RB3 LLC** ("Operator") with its headend located at **Valley Mills**, **Texas** ("System").

The terms of this agreement should be treated as confidential and should not be disclosed to any third-parties or the public.

Effective January 1, 2012, this letter grants retransmission consent to carry the Station's signal in a standard definition format only (which may be transmitted to subscribers in either down-converted analog format or standard definition digital format), for an indefinite period expiring no later than 12:00 midnight on December B1, 2014, subject to the following terms: (i) Station's signal appears to the viewer on the channel on which its analog signal was carried prior to the final transition to digital television on June 12, 2009, or another channel on which we mutually agree; (ii) Operator carries the Station's signal on a level of service that is received by all of System's subscribers; (iii) Station's signal is retransmitted by System in its entiretty except where the deletion of particular programs may be required by FCC rules; Operator transmits Station's signal in such format or formats as may be necessary to ensure that all programming included in such signal is viewable by all of its subscribers, or deploys set top boxes as necessary to so ensure; (v) Operator passes through a 'program related material," as defined below to all of its subscribers; (vi) System serves subscribers residing in the Dallas/Fort Worth DMA; and (vii) such retransmission consent may be unilaterally revoked and terminated by Station, in its sole discretion, on ninety (90) days prior written notice. For purposes of this letter, "program related materials" shall include (a) closed-captioning information, (b) program identification

codes, (c) program ratings information, (d) such other material as may be essential, necessary or appropriate for the delivery or distribution of the Signal, and (e) information and material of a commercial or non-commercial nature that is directly related to the subject matter of the programs broadcast by the Station or specific commercial advertisements contained in the applicable Station's broadcast program schedule, if such information or material is transmitted concurrently or substantially concurrently with its associated program content or commercial advertisement; provided, however, that "program related material" shall not include, and Broadcaster shall obtain Operator's consent before providing, any information or material for which Broadcaster, or any Station receives or seeks a fee from Operator, a System, or any Operator subscriber.

Operator shall down convert the 16:9 high definition image by taking the "center cut" to create a 4:3 standard definition or analog image. Please refer to the illustration below.



This letter does not grant Operator retransmission consent to carry the Station's signal in any high definition or 16:9 format under any circumstances. If you would like to negotiate for consent to carry our signal in both standard definition and high definition format, please contact us at retransconsent@cbs.com.

By accepting this retransmission consent, and carrying Station's signal, Operator (1) agrees to the above terms and (2) acknowledges and agrees that the copyrights to and for the underlying programs and program material are not hereby conveyed, and that it will ensure that its retransmission of all copyrighted material included in Station's signal is appropriately licensed under the copyright laws of the United States, whether under compulsory license pursuant to 17 U.S.C. § 111, or otherwise. Operator agrees to

indemnify and hold harmless CBS Corporation, and its present or past parent and affiliated entities, and their stockholders, officers, directors, employees, and agents from any and all claims, actions, losses, damages, or expenses (including reasonable counsel fees) resulting from its breach of the above warranty.

Instructions for Response:

This grant of consent will take effect upon Operator's confirmation of some basic information on-line at https://www.retrans11.cbs.com. Operator has until October 14, 2011 to visit the site using the Username and Password below. The process should take approximately five minutes. All information collected is for internal CBS Corporation use only, and will not be shared with any third parties under any circumstances.

USERNAME: RB3KTVTVALL559

PASSWORD: fnDSkO#&

After reviewing the website, if you have any questions or comments regarding this procedure please contact us at <u>CBSretrans11@cbs.com</u>.

Sincerely,

Gary W. Schneider





KTVT/KTXA 5233 BRIDGE STREET FORT WORTH, TEXAS 76103

(817) 451-1111 (214) 750-1111 cbsdfw.com

Steve Houston Zoom Media P.O. Box 960 Greenbrier AR 72058-0960

August 22, 2011

Re: KTVT-DT, Fort Worth/Dallas TX Retransmission Consent Election

Ladies and Gentlemen:

Pursuant to Section 76.64 of the FCC rules, this is to notify you that KTVT-DT Fort Worth/Dallas, TX ("Station"), assigned to the [DMA] DMA, elects the retransmission consent option with respect to carriage of Station's signal on your cable system whose head-end is located in **Quinlan Texas** for the 2012-2014 election period.

This will not affect the continued carriage of Station's signals by your system as to any part of the relevant period for which an existing retransmission agreement is already in effect. If there is no such existing agreement beyond December 31, 2011, then will be necessary for your system to obtain our express approval in order to retransmit KTVT-**DT's** signal after 12:01 AM on January 1, 2012 (or after the expiration date of the existing agreement).

Please be assured that we look forward to continuing our relationship on mutually satisfactory terms and providing great programming for our shared viewers to ellips.

Sincerely,

Gary W. Schneider

President & General Manager

cc: Howard Jaeckel, VP, Associate General Co

U.S. Postal Service ™ CERTIFIED MAIL, RECEIPT

7	(Domestic Mail O	nly	No	Ti.	su	ranc	9		overage Provided)
5	For delivery informa	щo	W	П	***	webs	П		t www.usps.com®
_,			(2		A			IUSE
1861	Postage	\$							
,	Certified Fee								
000	Return Receipt Fee (Endorsement Required)		Part 111-10-10-10		aran ba				Postmark ⁸ Here
	Restricted Delivery Fee (Endorsement Required)		ndidenoused.					The state of the s	
2250	Total Postage & Fees	\$	SEAN SOURCE	******	ani be com				
	Sent To			П				⇈	
7009	Street, Apt. No.; or PO Box No.		*****	****				1	
-	City, State, ZIP+4				****			ľ	
	PS Form 3800, August 20	006							See Reverse for Instructions



KTVT/KTXA 5233 BR DGE STREET FORT WORTH TEXAS 76103

(817) 451-1111 (214) 750-1111 cbsdfw.com

Steve Houston Zoom Media P.O. Box 960 Greenbrier AR 72058-0960

August 22, 2011

Ladies and/or Gentlemen:

The attached agreement outlines terms and conditions affording you interim retransmission consent to allow time for us to negotiate a long term agreement.

Please review and note:

- 1) An online response is required. If you have any questions about this process you may contact CBS at <u>CBSretrans2011@cbs.com</u>.
- 2) These terms do not include the right to carry our signal in high definition (HD) form. If you wish to negotiate for this right, please contact CBS at retransconsent@cbs.com.

Sincerely,

Gary W. Schneider





KTVT/KTXA 5233 BRIDGE STREET FORT WORTH, TEXAS 76103

(817) 451-1111 (214) 750-1111 cbsdfw.com

Steve Houston Zoom Media P.O. Box 960 Greenbrier AR 72058-0960

August 22, 2011

Re: KTVT-DT, Fort Worth/Dallas TX--Retransmission Consent

RESPONSE REQUIRED—see instructions on page 3.

NB: This agreement does not grant Operator the right to carry Station's signal in high definition format. If you are interested in negotiating for consent to carry our signal in both standard definition and high definition formats, please contact us at retransconsent@cbs.com.

Ladies and/or Gentlemen:

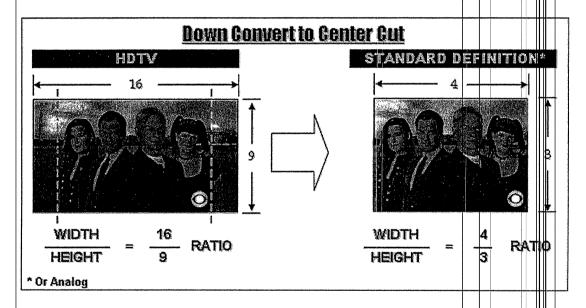
This is in regard to retransmission consent to carry the signal of **KTVT-DT, Fort Worth/Dallas TX** system operated by **Zoom Media** ("Operator") with its headend located at **Quinlan, Texas** ("System").

The terms of this agreement should be treated as confidential and should not be disclosed to any third-parties or the public.

Effective January 1, 2012, this letter grants retransmission consent to carry the Station's signal in a standard definition format only (which may be transmitted to subscribers in either down-converted analog format or standard definition digital format), for an indefinite period expiring no later than 12:00 midnight on December 31, 2014, subject to the following terms: (i) Station's signal appears to the viewer on the channel on which its analog signal was carried prior to the final transition to digital television on June 12, 2009, or another channel on which we mutually agree; (ii) Operator carries the Station's signal on a level of service that is received by all of System's subscribers; (iii) Station's signal is retransmitted by System in its entirety. except where the deletion of particular programs may be required by FCC rules; Operator transmits Station's signal in such format or formats as may be necessary to ensure that all programming included in such signal is viewable by all of its subscribers. or deploys set top boxes as necessary to so ensure; (v) Operator passes through all 'program related material," as defined below to all of its subscribers; (vi) System serves subscribers residing in the Dallas/Fort Worth DMA; and (vii) such tetransmission consent may be unilaterally revoked and terminated by Station, in its sole discretion, on ninety (90) days prior written notice. For purposes of this letter, "program related

materials" shall include (a) closed-captioning information, (b) program identification codes, (c) program ratings information, (d) such other material as may be essential, necessary or appropriate for the delivery or distribution of the Signal, and (e) information and material of a commercial or non-commercial nature that is directly related to the subject matter of the programs broadcast by the Station or specific commercial advertisements contained in the applicable Station's broadcast program schedule, if such information or material is transmitted concurrently or substantially concurrently with its associated program content or commercial advertisement; provided, however, that "program related material" shall not include, and Broadcaster shall obtain Operator's consent before providing, any information or material for which Broadcaster, or any Station receives or seeks a fee from Operator, a System, or any Operator subscriber.

Operator shall down convert the 16:9 high definition image by taking the "center cut" to create a 4:3 standard definition or analog image. Please refer to the illustration below.



This letter does not grant Operator retransmission consent to carry the Station's signal in any high definition or 16:9 format under any circumstances. If you would like to negotiate for consent to carry our signal in both standard definition and high definition format, please contact us at retransconsent@cbs.com.

By accepting this retransmission consent, and carrying Station's signal, Operator (1) agrees to the above terms and (2) acknowledges and agrees that the copyrights to and for the underlying programs and program material are not hereby conveyed, and that it will ensure that its retransmission of all copyrighted material included in Station's signal is appropriately licensed under the copyright laws of the United States, whether

under compulsory license pursuant to 17 U.S.C. § 111, or otherwise. Operator agrees to indemnify and hold harmless CBS Corporation, and its present or past parent and affiliated entities, and their stockholders, officers, directors, employees, and agents from any and all claims, actions, losses, damages, or expenses (including reasonable counsel fees) resulting from its breach of the above warranty.

Instructions for Response:

This grant of consent will take effect upon Operator's confirmation of some basic information on-line at https://www.retrans11.cbs.com. Operator has until October 14, 2011 to visit the site using the Username and Password below. The process should take approximately five minutes. All information collected is for internal CBS Corporation use only, and will not be shared with any third parties under any circumstances.

USERNAME: ZOOKTVTQUIN747

PASSWORD: DQDLDP@\$

After reviewing the website, if you have any questions or comments regarding this procedure please contact us at <u>CBSretrans11@cbs.com</u>.

Sincerely,

Gary W. Schneider



KTVT/KTXA 5233 BR DGE STREET FORT WORTH TEXAS 76103

(817) 451-111 (214) 750-1111 **cbs**dfw.com

Kerry Stratton General Manager RB3 LLC 515 E. Longview Street Arp TX 75750

August 22, 2011

Re: KTVT-DT, <u>Fort Worth/Dallas TX</u> <u>Retransmission Consent Election</u>

Ladies and Gentlemen:

Pursuant to Section 76.64 of the FCC rules, this is to notify you that **KTVT-DT. Fort Worth/Dallas, TX** ("Station"), assigned to the [DMA] DMA, elects the retransmission consent option with respect to carriage of Station's signal on your cable system whose head-end is located in **Elmo Texas** for the 2012-2014 election period.

This will not affect the continued carriage of Station's signals by your system as to any part of the relevant period for which an existing retransmission agreement is already in effect. If there is no such existing agreement beyond December 31, 2011, then it will be necessary for your system to obtain our express approval in order to retransmit **KTVT-DT's** signal after 12:01 AM on January 1, 2012 (or after the expiration date of any existing agreement).

Please be assured that we look forward to consatisfactory terms and providing great program

Sincerely,

Gary W. Schneider

President & General Manager

cc: Howard Jaeckel, VP, Associate General C

51.54	U.S. Postal S CERTIFIED (Domestic Mail O. For delivery informa	MA	lL Ins	_M RE urance	Cov	age Provided)
				A		USE
1860	Postage Certified Fee	\$	-			E-men
0003	Return Receipt Fee (Endorsement Required)					Postmark Here
	Restricted Delivery Fee (Endorsement Required)					
22.50	Total Postage & Fees	\$				
Г	Sent To					
7009	Street, Apt. No.; or PO Box No.					
. –	City, State, ZIP+4					
	PS Form 3800, August 2	2006				e Reverse for Instructions

Kerry Stratton General Manager RB3 LLC 515 E. Longview Street Arp TX 75750

August 22, 2011

Ladies and/or Gentlemen:

The attached agreement outlines terms and conditions affording you interim retransmission consent to allow time for us to negotiate a long term agreement.

Please review and note:

- 1) An online response is required. If you have any questions about this process you may contact CBS at CBSretrans2011@cbs.com.
- 2) These terms do not include the right to carry our signal in high definition (HD) form. If you wish to negotiate for this right, please contact CBS at retransconsent@cbs.rom.

\$incerely,

Gary W. Schneider





Kerry Stratton General Manager RB3 LLC 515 E. Longview Street Arp TX 75750

August 22, 2011

cbsdfw.con

Re: KTVT-DT, Fort Worth/Dallas TX--Retransmission Consent

RESPONSE REQUIRED—see instructions on page 3.

NB: This agreement does not grant Operator the right to carry Station's signal in high definition format. If you are interested in negotiating for consent to carry our signal in both standard definition and high definition formats, please contact us at retransconsent@cbs.com.

Ladies and/or Gentlemen:

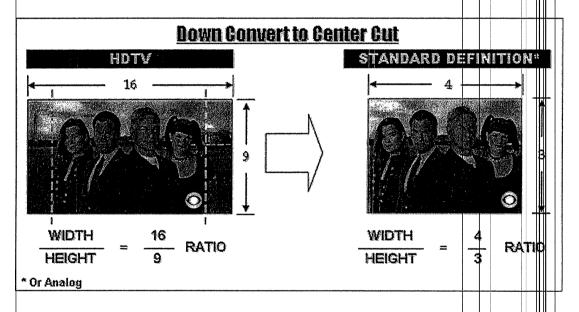
This is in regard to retransmission consent to carry the signal of <u>KTVT-DT</u>, <u>Fort</u> <u>Worth/Dallas TX</u> system operated by <u>RB3 LLC</u> ("Operator") with its headend located at <u>Elmo</u>, <u>Texas</u> ("System").

The terms of this agreement should be treated as confidential and should not be disclosed to any third-parties or the public.

Effective January 1, 2012, this letter grants retransmission consent to carry the Station's signal in a standard definition format only (which may be transmitted to subscribers in either down-converted analog format or standard definition digital format), for an indefinite period expiring no later than 12:00 midnight on December 31, 2014, subject to the following terms: (i) Station's signal appears to the viewed on the channel on which its analog signal was carried prior to the final transition to digital television on June 12, 2009, or another channel on which we mutually agree; (ii) Operator carries the Station's signal on a level of service that is received by all d System's subscribers; (iii) Station's signal is retransmitted by System in its entirety, except where the deletion of particular programs may be required by FCC rules; (v) Operator transmits Station's signal in such format or formats as may be necessary to ensure that all programming included in such signal is viewable by all of its subscribers. or deploys set top boxes as necessary to so ensure; (v) Operator passes through a "program related material," as defined below to all of its subscribers; (vi) System serves subscribers residing in the Dallas/Fort Worth DMA; and (vii) such retransmission consent may be unilaterally revoked and terminated by Station, in its sole discretion, on ninety (90) days prior written notice. For purposes of this letter, "program related materials" shall include (a) closed-captioning information, (b) program identification

codes, (c) program ratings information, (d) such other material as may be essential, necessary or appropriate for the delivery or distribution of the Signal, and (e) information and material of a commercial or non-commercial nature that is directly related to the subject matter of the programs broadcast by the Station or specific commercial advertisements contained in the applicable Station's broadcast program schedule, if such information or material is transmitted concurrently or substantially concurrently with its associated program content or commercial advertisement; provided, however, that "program related material" shall not include, and Broadcaster shall obtain Operator's consent before providing, any information or material for which Broadcaster, or any Station receives or seeks a fee from Operator, a System, or any Operator subscriber.

Operator shall down convert the 16:9 high definition image by taking the "center cut" to create a 4:3 standard definition or analog image. Please refer to the illustration below.



This letter does not grant Operator retransmission consent to carry the Station's signal in any high definition or 16:9 format under any circumstances. If you would like to negotiate for consent to carry our signal in both standard definition and high definition format, please contact us at retransconsent@cbs.com.

By accepting this retransmission consent, and carrying Station's signal, Operator (1) agrees to the above terms and (2) acknowledges and agrees that the copyrights to and for the underlying programs and program material are not hereby conveyed, and that it will ensure that its retransmission of all copyrighted material included in Station's signal is appropriately licensed under the copyright laws of the United States, whether under compulsory license pursuant to 17 U.S.C. § 111, or otherwise. Operator agrees to

indemnify and hold harmless CBS Corporation, and its present or past parent and affiliated entities, and their stockholders, officers, directors, employees, and agents from any and all claims, actions, losses, damages, or expenses (including reasonable counsel fees) resulting from its breach of the above warranty.

Instructions for Response:

This grant of consent will take effect upon Operator's confirmation of some basic information on-line at https://www.retrans11.cbs.com. Operator has until October 14, 2011 to visit the site using the Username and Password below. The process should take approximately five minutes. All information collected is for internal CBS Corporation use only, and will not be shared with any third parties under any circumstances.

USERNAME: RB3KTVTELMO570

PASSWORD: ZUMQaZ%%

After reviewing the website, if you have any questions or comments regarding this procedure please contact us at <u>CBSretrans11@cbs.com</u>.

Sincerely,

Gary W. Schneider



KTVT/KTXA 5233 BRIDGE STREET FORT WORTH, TEXAS 76103

(817) 451-1111 (214) 750-1111 cbsdfw.com

Kerry Stratton General Manager RB3 LLC 515 E. Longview Street Arp TX 75750

August 22, 2011

Re: KTVT-DT, <u>Fort Worth/Dallas TX</u> Retransmission Consent Election

Ladies and Gentlemen:

Pursuant to Section 76.64 of the FCC rules, this is to notify you that **KTVT-DT**, **Fort Worth/Dallas, TX** ("Station"), assigned to the [DMA] DMA, elects the retransmission consent option with respect to carriage of Station's signal on your cable system whose head-end is located in **Ladonia Texas** for the 2012-2014 election period.

This will not affect the continued carriage of Station's signals by your system as to any part of the relevant period for which an existing retransmission agreement is already in effect. If there is no such existing agreement beyond December 31, 2011, then it will be necessary for your system to obtain our express approval in order to retransmit KTVT-DT's signal after 12:01 AM on January 1, 2012 (or after the expiration date of any existing agreement).

Please be assured that we look forward to continusatisfactory terms and providing great programm

Sincerely,

Gary W. Schneider

President & General Manager

cc: Howard Jaeckel, VP, Associate General Cou

U.S. Postal Service ™ CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) 40 Postage |\$ Certified Fee Return Receipt Fee (Endorsement Required) Postmark Restricted Delivery Fee (Endorsement Required) Total Postage & Fees \$ Sent To Street, Apt. No. or PO Box No. City, State, ZIP+4 S Form 3800, August 2006 See Reverse for Instructions Kerry Stratton General Manager RB3 LLC 515 E. Longview Street Arp TX 75750

August 22, 2011

Ladies and/or Gentlemen:

The attached agreement outlines terms and conditions affording you interim retransmission consent to allow time for us to negotiate a long term agreement.

Please review and note:

- 1) An online response is required. If you have any questions about this process you may contact CBS at <u>CBSretrans2011@cbs.com</u>.
- 2) These terms do not include the right to carry our signal in high definition (HD) form. If you wish to negotiate for this right, please contact CBS at retransconsent@cbs.com.

Sincerely,

Gary W. Schneider





(817) 451-1111 (214) 750-1111 cbsdfw.com

Kerry Stratton General Manager RB3 LLC 515 E. Longview Street Arp TX 75750

August 22, 2011

Re: KTVT-DT, Fort Worth/Dallas TX--Retransmission Consent

RESPONSE REQUIRED—see instructions on page 3.

NB: This agreement does not grant Operator the right to carry Station's signal in high definition format. If you are interested in negotiating for consent to carry our signal in both standard definition and high definition formats, please contact us at retransconsent@cbs.com.

Ladies and/or Gentlemen:

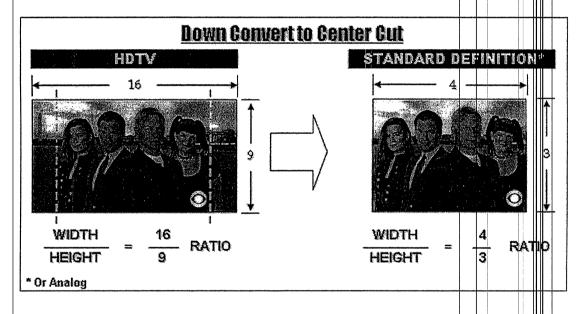
This is in regard to retransmission consent to carry the signal of **KTVT-DT**, **Fort**Worth/Dallas TX system operated by **RB3 LLC** ("Operator") with its headend located at **Ladonia**, **Texas** ("System").

The terms of this agreement should be treated as confidential and should not be disclosed to any third-parties or the public.

Effective January 1, 2012, this letter grants retransmission consent to carry the Station's signal in a standard definition format only (which may be transmitted to subscribers in either down-converted analog format or standard definition digital format), for an indefinite period expiring no later than 12:00 midnight on December \$1, 2014, subject to the following terms: (i) Station's signal appears to the viewed by the channel on which its analog signal was carried prior to the final transition to digital television on June 12, 2009, or another channel on which we mutually agree; (ii) Operator carries the Station's signal on a level of service that is received by all of \$ystem's subscribers; (iii) Station's signal is retransmitted by System in its entire the except where the deletion of particular programs may be required by FCC rules; Operator transmits Station's signal in such format or formats as may be necessary to ensure that all programming included in such signal is viewable by all of its subscribers, or deploys set top boxes as necessary to so ensure; (v) Operator passes through all program related material," as defined below to all of its subscribers; (vi) System serves subscribers residing in the Dallas/Fort Worth DMA; and (vii) such retransmission consent may be unilaterally revoked and terminated by Station, in its sole discretion, on ninety (90) days prior written notice. For purposes of this letter, "program related materials" shall include (a) closed-captioning information, (b) program identification

codes, (c) program ratings information, (d) such other material as may be essential, necessary or appropriate for the delivery or distribution of the Signal, and (e) information and material of a commercial or non-commercial nature that is directly related to the subject matter of the programs broadcast by the Station or specific commercial advertisements contained in the applicable Station's broadcast program schedule, if such information or material is transmitted concurrently or substantially concurrently with its associated program content or commercial advertisement; provided, however, that "program related material" shall not include, and Broadcaster shall obtain Operator's consent before providing, any information or material for which Broadcaster, or any Station receives or seeks a fee from Operator, a System, or any Operator subscriber.

Operator shall down convert the 16:9 high definition image by taking the "center cut" to create a 4:3 standard definition or analog image. Please refer to the illustration pelow.



This letter does not grant Operator retransmission consent to carry the Station's signal in any high definition or 16:9 format under any circumstances. If you would like to negotiate for consent to carry our signal in both standard definition and high definition format, please contact us at retransconsent@cbs.com.

By accepting this retransmission consent, and carrying Station's signal, Operator (1) agrees to the above terms and (2) acknowledges and agrees that the copyrights to and for the underlying programs and program material are not hereby conveyed, and that it will ensure that its retransmission of all copyrighted material included in Station's signal is appropriately licensed under the copyright laws of the United States, whether under compulsory license pursuant to 17 U.S.C. § 111, or otherwise. Operator agrees to

indemnify and hold harmless CBS Corporation, and its present or past parent and affiliated entities, and their stockholders, officers, directors, employees, and agents from any and all claims, actions, losses, damages, or expenses (including reasonable counsel fees) resulting from its breach of the above warranty.

Instructions for Response:

This grant of consent will take effect upon Operator's confirmation of some basic information on-line at https://www.retrans11.cbs.com. Operator has until October 14, 2011 to visit the site using the Username and Password below. The process should take approximately five minutes. All information collected is for internal CBS Corporation use only, and will not be shared with any third parties under any circumstances.

USERNAME: RB3KTVTLADO562

PASSWORD: LbdTvn!#

After reviewing the website, if you have any questions or comments regarding this procedure please contact us at CBSretrans11@cbs.com.

\$incerely,

Gary W. Schneider